

COUNTY OF NEWBERRY
Purchasing Office, 1309 College Street, Post Office Box 156, Newberry S.C. 29108
Ph: (803) 321-2100 / Fax: (803) 321-2102

<i>BIDDERS SCHEDULE</i>

BID NUMBER: 2008-012

DATE: May 30, 2008

OPENING DATE AND TIME: June 10, 2008 @ 3:00 p.m. (EST)

OPENING LOCATION: Newberry County Court House Annex
Conference Room 1309 College Street
Newberry, SC 29108

PROCUREMENT: **Labor and equipment to apply triple and single treatment to approximately 4.57 miles of dirt and gravel roads in the County**

*This solicitation will act as the contract for the project.

*By signing below, the signer has the authority to enter into an agreement with Newberry County and will be responsible for the fulfillment of the services stated in this solicitation.

Legal Name of BIDDER: _____

SIGNATURE: _____

Address: _____

Phone & Fax: _____

FEIN: _____

Bidder's SC Contractor's license number: _____

INSTRUCTIONS TO BIDDERS

1. Only one copy of bid is required unless otherwise specified.
2. Bids, amendments thereto or withdrawal request must be received by the time advertised for bid openings to be timely filed. It is the vendor's sole responsibility to insure that these documents are received by the purchasing office at the time indicated in the bid document.
3. When specifications or descriptive papers are submitted with the bid, enter bidder's name thereon.
4. Submit your signed bid on the bidder's schedule provided. Show bid number on envelope as instructed and the bid name or description. Newberry County accepts no responsibility for unmarked or improperly marked envelopes.
5. Bidders must clearly mark as "Confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40 Code of Laws of South Carolina, 1976, as amended, (also known as the Freedom of Information Act). The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.
6. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
7. Tie bids will be resolved in accordance with the provisions of the Newberry County Purchasing Ordinance.
8. A copy of the bidder's W-9 shall be included in the submission.

GENERAL PROVISIONS

1. The County of Newberry reserves the right to reject any and all bids, to cancel a solicitation, and to waive any technicality if deemed to be in the best interest of the County.
2. Unit prices will govern over extended prices unless otherwise stated in this bid invitation.
3. **PROHIBITION OF GRATUITIES:** South Carolina law and the Newberry County Purchasing Ordinance prohibit the giving of anything of value in return for favors or other preferential treatment in the purchasing process. Bidders should govern themselves accordingly.
4. **BIDDERS QUALIFICATION:** Bidders must, upon request of the county, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County reserves the right to make the final determination as to the bidder's ability to provide the products or services

requested herein. Bidder determined to be irresponsible bidders are not allowed to bid to provide the County goods or services.

5. **BIDDERS RESPONSIBILITY:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
6. **AWARD CRITERIA:** The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the Invitation for Bid. Award may be made to one or a multiple of bidders, whichever deems to be in the best interest of the County, or unless otherwise stated on the bidder's schedule.
7. **WAIVER:** The County reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the county.
8. **COMPETITION:** This solicitation is intended to promote competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Purchasing Director on in writing within five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.
9. **REJECTION:** Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the County.
10. **RIGHT TO PROTEST:** Any prospective bidder, offeror, or contractor, who is aggrieved in connection with the solicitation of a contract shall protest in writing to the Purchasing Director within ten (10) calendar days of the date of issuance of the Invitation to Bid, Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual bidder, offeror, or contractor, who is aggrieved in connection with the intended award or award of a contract shall protest in writing to the purchasing director within ten (10) calendar days of the notification of intent to award or statement of award.
11. **PROTEST PROCEDURE:** A protest shall be in writing, submitted to the purchasing director, and shall set forth the specific grounds of the protest with enough particularity to give notice to the issues to be decided.
12. **BID BOND:** A bid bond in the amount of 5% of the total contract amount is required for bids that are in excess of \$25,000.00. Bonds will be returned to the unsuccessful bidders after bids are opened and the successful bidder determined. The bond will be returned to the successful bidder when the bidder timely enters into a contract with the county and when the required payment and performance bonds are submitted to and accepted by the county. Bid bonds are forfeited to the county as liquidated damages when the entity to whom the contract is awarded fails to enter into a contractor or

otherwise fails to commence performance of its contractual obligations within the times required by its bid or in the bid specifications. A bid bond may be in the form of a cashier's check, a surety from a certified bond company or a letter of credit in favor of Newberry County issued by a bank in South Carolina.

13. **PERFORMANCE AND PAYMENT BOND:** For construction contracts exceeding \$100,000.00, or over, the contractor is required to provide the County a performance bond issued by a commercial surety company in the amount of 100% of the total contract price. A payment bond will be required for construction contracts for the improvement of real property for a sum in excess of \$50,000.00 in the amount of 100% of the total contract price. A labor and material bond shall be supplied by the contractor for the full amount of the contract, with the bond secured by cash or by a commercial surety with an "A" minimum rating of performance as stated in the most current publication of Best Key Rating Guide, Property Liability.

GENERAL CONDITIONS

1. **DEFAULT:** In case of default by the contractor, the County reserves the right to purchase any or all items in default in the open market, charging the contractor with any excessive costs. Should such charge be assessed, no subsequent bids of the defaulting contractor will be considered until the assessed charge has been satisfied.
2. **NON-APPROPRIATION:** Any contract entered into by the County resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
3. **HOLD HARMLESS AND INSURANCE:** The successful bidder shall indemnify and hold harmless the County of Newberry and all County officers, agents and employees against all suits or claims for personal injury or property damage resulting from, or arising from, the successful bidder's performance of the contract, as well as against any suits or claims of any character brought against the County or its agents or employees by reason of any claim of infringement of any patent, trade mark, trade dress, or copyright, including reimbursement to the County for all attorneys fees and court costs incurred by the County in defending itself or its agents or employees against any such claim or suit. In addition, the successful bidder will maintain a public liability policy with minimum limits of \$500,000 per occurrence, or \$1,000,000 single limit, for damages arising from acts which occur during the contract period, with the County of Newberry named as an additional insured; the successful bidder shall also maintain workers compensation and vehicle liability insurance in the amounts required by statutory law. Proof of such coverage will be provided upon demand or as otherwise provided in the bid specifications.
4. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to the Purchasing Director, P.O. Box 156, Newberry, SC 29108, or by calling 803-321-2100.
5. **FORCE MAJEURE:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of a public enemy, acts of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor and without excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
6. **PUBLIC RELEASE:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the User.

7. **QUALITY OF PRODUCT:** Unless otherwise indicated in this bid it is understood and agreed that any items offered or shipped on this bid shall be new, in first class condition, and without defect that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging and shipping to the specified destination in Newberry County. No demonstration models shall be sold as new, without prior written permission of the County.

8. **S.C. LAW CLAUSE:** Upon award of a contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

9. **ASSIGNMENT:** No contract or its Provisions may be assigned, sublet, or transferred without the written consent of the Purchasing Director.

10. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

11. **DELIVERIES:** All deliveries shall be FOB Destination. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the County. Any claim for loss or damage shall be between the contractor and the carrier.

12. **APPROPRIATE S.C. SALES TAX** shall be included as a line item in the bid unless other wise noted in the request from the County. The rate for Newberry County is 7%.

13. **PAYMENT TERMS:** Payment will be made within thirty (30) days of acceptance of the completed order. Payment will be made earlier providing there is an early payment discount offered.

TRIPLE AND SINGLE TREATMENT BID PROPOSAL

Newberry County, SC is seeking bids from a SC-DOT qualified **DBE or WBE** contractor for **labor, & equipment** (CRS-2, 6M stone and #789 stone) to apply Triple and Single Treatment to approximately 4.57 miles of dirt and gravel roads in the County. Newberry County Public Works Department will prepare the road base and be responsible for compaction.

CRS-2 will be furnished by 5,000 gallon Tanker Truck at or very near the road to be treated. Gravel will be stock piled within 3 miles of road to be treated. Newberry County Public Works Department will prepare the road base and be responsible for compaction.

Requirements will be in accordance with the old SCDOT Specification Book with the exception of Prime. (No Prime will be required)

Individual road widths will vary from 16' to 20' (with a minimum of five miles of treatment on this contract). The mileage may increase as funds become available.

The application schedule will depend on weather and other factors, but contractor should be ready, willing and able to respond to the County's request for paving within 2 weeks of notification that roads are ready for paving. Work will be performed under the supervision of the County Public Works Director and/or his designee.

Price per square yard for Triple Treatment \$ _____
(price to include only labor & equipment)

Price per square yard for Single Treatment \$ _____
(price to include only labor & equipment)

TRIPLE TREATMENT

For purposes of this contract, triple treatment includes spraying 3 layers of CRS-2 between alternating layers of three spread layers of appropriately-sized aggregate;

Single Treatment

For the purpose of this contract, single treatment includes the application of a single sprayed layer of CRS-2 over one layer of appropriately-sized aggregate.